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FILED BY **UNITED STATES DISTRICT COURT**  
**FOR THE WESTERN DISTRICT OF TENNESSEE**

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 CONTINENTAL CASUALTY COMPANY,)

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 W.D. OF TN. MEMPHIS

THOMAS M. GOULD  
 CLERK, U.S. DISTRICT COURT  
 W.D. OF TN. MEMPHIS

v.

Case No.: 05-2356 DV

HODGES LAW FIRM and  
 WARNER HODGES, III

Defendants.

05 NOV - 1 AM 11:31  
 THOMAS M. GOULD  
 CLERK, U.S. DISTRICT COURT  
 W.D. OF TN. MEMPHIS

FILED BY *Ad* D.C.

### ENTRY OF DEFAULT

It is the Order of this Court that a Default Judgment is hereby entered against the Defendants, Hodges Law Firm and Warner Hodges, III in the above referenced matter. This Court finds that the Defendants were both served with process on June 29, 2005 by private process service. Since that time the Defendants have failed to file a response to the Complaint pursuant to the Federal Rules of Civil Procedure. The Complaint filed herein seeks a declaratory judgment as to insurance policies issued to the Defendants. It is the opinion of the Court that the Plaintiff, Continental Casualty Company, is hereby entitled to rescind the 2003-2004 policy, and also the 2004-2005 policy, in that both policies are hereby declared null and void ab initio. The Court further finds that the Plaintiff is under no duty to defend or indemnify Warner Hodges, III or the Hodges Law Firm from the claims described in the Plaintiff's Complaint for Declaratory Judgment filed herein.

**IT IS THEREFORE ORDERED** that Continental Casualty Company does not owe a duty to defend or indemnify The Hodges Law Firm and Warner Hodges, III from the Complaint for Damages filed on April 21, 2004 in the Circuit Court of Tennessee for the Thirtieth Judicial District at Memphis. The Complaint style is Arthur W. Anderson, Jr. and Jerry Hollingsworth, Plaintiffs verses Warner Hodges, III, and Lincoln A.R. Hodges d/b/a Hodges Law Firm, Docket Number CT-002313-04.

⑦

**IT IS FURTHER THE ORDER OF THE COURT** that the insurance policy

issued by Continental Casualty Company for the years 2003 - 2004, and also 2004 - 2005, are hereby declared null and void ab initio. It is further the Order of the Court that the Plaintiff is under no duty to defend or indemnify Warner Hodges, III or the Hodges Law Firm from the claims described in the underlying Complaint identified herein.

A handwritten signature in black ink, appearing to read "Dennis J. Powell", is written over a horizontal line.

JUDGE

ENTERED: 11-1-2005



## Notice of Distribution

This notice confirms a copy of the document docketed as number 7 in case 2:05-CV-02356 was distributed by fax, mail, or direct printing on November 3, 2005 to the parties listed.

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Memphis, TN 38103--540

Honorable Bernice Donald  
US DISTRICT COURT